

AGREEMENT

BETWEEN

THE WESTWOOD EDUCATION ASSOCIATION

AND

THE BOARD OF EDUCATION OF THE WESTWOOD REGIONAL SCHOOL DISTRICT

1986 - 1989

( 1 2 )

July 1986

June 1989

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## ARTICLE I - RECOGNITION

### A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certified personnel employed by the Board, but excluding:

- 1) Adult School Teachers
- 2) Summer School Teachers
- 3) Substitute Teachers
- 4) Director of Student Services
- 5) Supervisors
- 6) Vice Principals
- 7) Principals
- 8) Central Office Administrators

### B. Definition of Teacher

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## ARTICLE II - SUCCESSOR AGREEMENT

### A. Negotiations

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment.

### B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III - GRIEVANCE PROCEDURE

#### A. Definition

A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers. The term grievance shall not apply to any matter which (1) a method of review is prescribed by State Law or State Board of Education Rule having the force and effect of law, or (2) the Board is without authority to act or (3) a complaint of a non-tenured teacher which arises by reason of the final decision of the Board not to re-employ the teacher. For the purpose of this Article, the term teacher shall mean also a group of teachers having the same grievance.

#### B. Procedure

The Association may process a grievance on behalf of specified teachers or on its own behalf. A teacher shall have the right to present the grievance or designate representatives of the Westwood Education Association. A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) school days of the action or deed which prompted the grievance.

##### 1. Level One - Principal

- a) The grievant shall discuss the grievance first with his/her Principal or immediate superior in an attempt to resolve the matter informally at that level.
- b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he/she shall, within ten (10) school days, set forth his/her complaint in writing to the Principal or Supervisor. The Principal or Supervisor shall communicate the decision to the grievant in writing within three (3) school days of receipt of the written complaint.

2. Level Two - Superintendent

The grievant may appeal the Principal's or Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be filed within ten (10) school days and must be made in writing setting forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Principal or Supervisor, shall confer with the concerned parties and, upon request with the grievant or Principal (Supervisor) separately. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate the decision in writing, along with supporting reasons, to the grievant and the Principal or Supervisor.

3. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he/she may, within ten (10) school days, request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant if requested, and render a decision in writing within twenty (20) school days.

4. Level Four - Arbitration

a) If the grievant is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education, the grievant may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the grievant.

b) The parties designate Jack Tillem to be the permanent arbitrator for all arbitrations pursuant to the terms of this Agreement.

c) In the event of the unavailability of Mr. Tillem to act in accordance with the provisions of this Agreement, then within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

d) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association. The arbitration, pursuant to this paragraph, shall be advisory provided, however, in the event the Board of Education shall refuse to accept or implement three (3) awards on different issues made by the arbitrator pursuant to this contract, then any subsequent arbitration shall be a binding arbitration for the duration of the term of this Agreement. The authority of the arbitrator is limited to the interpretations, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all decisions of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

e) The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV - WORK YEAR AND WORK DAY

A. In-School Work Year

The in-school work year for the existing Westwood teaching staff shall not exceed one hundred and eighty-four (184) days. All days when teacher attendance is required shall be included in said number of days. Teaching staff members new to the district may be required to attend one (1) additional orientation day prior to the start of their first year in Westwood.

B. In-School Work Day

The normal in-school teacher workday shall end fifteen (15) minutes after the conclusion of the existing (1982-83) student day. During said fifteen (15) minutes, teachers will make themselves available to provide assistance to students and/or to arrange for extra help as provided in Paragraph D, below. It is understood, however, that on Fridays or days immediately prior to a holiday teachers may leave five (5) minutes after student dismissal. Guidance counselors and librarians will end their work day at 3:45. Should the starting time at the secondary level be changed, the 3:45 time shall be adjusted accordingly for the guidance counselors and librarians affected by the change.

C. Meetings

Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings a maximum of four (4) days per month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. Except in cases of emergency involving health and safety, these meetings shall be held on Mondays and teachers shall receive at least one (1) day's notice for such meetings. It is understood, however, that certain district-wide or building-wide meetings may be held on the first and/or third Wednesday in lieu of subsequent Monday(s). In such instances, teachers shall receive a minimum of four (4) weeks advanced notice.

D. Student Help

It is understood that teachers shall meet with students at mutually convenient times for the purpose of providing individual help requested by said students.



E. Lunch Duty - Elementary

Elementary teachers shall not supervise cafeterias or playgrounds during their duty free lunch, however, as assigned by his or her elementary Principal, on a rotating basis, he/she shall assume full responsibility as teacher in charge for one complete lunch hour during which hour he or she will remain in the office or in a classroom to be available to make decisions and enforce rules for the health and welfare of pupils under the immediate supervision of teacher-aides or other employees of the Board.

F. Transporting Students

Teachers shall not be required to transport students in their own cars. A teacher who voluntarily does so, does so at his/her own risk.

ARTICLE V - TEACHER COMPENSATION

A. Salary Schedules

The salaries of all teachers covered by this contract shall be set forth in Schedules A, B, C and D attached hereto and made part hereof.

B. Placement on Salary Guide

Teachers beginning service in the Westwood Regional Schools will be placed on the step which the Board of Education determines their experience would have entitled them for the 1985-86 school year. The new teacher shall then have his/her salary step determined by the Compression Formula in Schedule D. Column determination shall be in accordance with Paragraph D of this Article. Full credit not exceeding four years, shall be given for military service.

C. Salary Advancement

(1) To receive credit for purposes of salary determination, courses must be approved in advance by the Superintendent of Schools, if said courses are not directly applicable to the teacher's assignment(s).

(2) It shall be the responsibility of each teacher to keep his or her credits up-to-date in the Office of the Superintendent.

(3) Only the duly attested transcript from a college or educational institution is accepted in the filing of credits.

(4) A teacher who expects to advance to the next salary column must have proper evidence of such training eligibility on file in the Office of the Superintendent of Schools on or before September 15th for advancement in the first semester or on or before February 15th for advancement in the second semester of any given year. Primary evidence shall be an official transcript from a college or university.

**D. Salary Guide Training Levels**

(1) The "B.A. or B.S. Degree" column requires a baccalaureate degree from a college or university accredited for purposes of teacher training or certification.

(2) The "B.A. or B.S. plus 15" column requires 15 graduate credits earned subsequent to the date of the baccalaureate degree.

(3) The "B.A. or B.S. plus 30" column requires 30 graduate credits earned subsequent to the date of the baccalaureate degree.

(4) The "Master's Degree" column requires a Master's Degree from a college or university in an area directly applicable to the teacher's assignment(s) in the school district. Advance approval of a Master's Degree not directly applicable to the teacher's assignment must be obtained from the Superintendent if salary guide credit is to be granted.

(5) The "Master's and 15" column requires 15 graduate college credits earned subsequent to the date of the Master's Degree and/or earned during the matriculation for said degree.

(6) The "Master's and 30" column requires 30 graduate college credits earned subsequent to the date of the Master's Degree and/or earned during the matriculation for said degree.

E. Payment Schedule

Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments, to be received on the 15th, and the last day of each month. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day. Teachers shall receive their final check no later than the last working day in June.

F. Voluntary Savings

Teachers may individually elect to have a portion of their monthly salary deducted from their pay. The funds so deducted shall be placed in an interest-bearing account in the individual teacher's name in the East Bergen Teachers' Federal Credit Union.

G. Compensation - Special Teachers

The \$300 salary differential for special education teachers, speech correctionists and learning disability teacher consultants shall be abolished for all new personnel effective July 1, 1974. Staff members who presently receive the \$300 differential shall continue to receive it.

H. Compensation - Senior Teachers and Head Nurse

Salaries for the above mentioned positions shall be the same as for a teacher on the same step and training level, plus the appropriate stipend for each contract year.

1986-87	\$1046
1987-88	\$1140
1988-89	\$1237

I. Compensation - Salary Guide Advancement

1. 1986-87

All teachers shall be placed on the appropriate step of the 1986-87 salary guide as determined by the Compression Formula in Schedule D.

2. 1987-88

All teachers shall remain on the same step as in 1986-87, but shall be compensated in accordance with the 1987-88 salary guide.

3. 1988-89

All teachers employed in Westwood during 1987-88 shall be advanced to the next step and compensated in accordance with the 1988-89 salary guide.

J. Compensation - Doctorate

Any teacher earning a doctorate with major emphasis directly applicable to the teacher's assignment in the school district and having received prior approval of the doctoral program from the Superintendent of Schools shall be entitled to a double increment for the next succeeding year following the date of the granting of the doctorate. This increment will be retained until the top of the Master's Degree and 30 credit column is reached.

K. Additional Compensation - Base Salary

Additional compensation paid in accordance with Sections G, H, I, and J of this Article shall be made part of each individual's base salary for pension purposes.

L. Compensation - Athletic & Extra-Curricular Activities

Teacher participation in athletic and extra-curricular activities which extend beyond the regularly scheduled work day shall be compensated in accordance with Schedules E through P, attached hereto and made part hereof.

M. Compensation - After School Activities

Teachers who chaperone activities offered by the Westwood School District shall be compensated at the rate of \$28 per activity during the 1986-87 school year, \$31 per activity during the 1987-88 school year, and \$34 per activity during the 1988-89 school year.

N. Compensation - Home Bound Instruction

Teachers who teach home bound students after school shall be compensated at the rate of \$14 per hour during 1986-87, \$15 per hour during 1987-88 and \$16 per hour during 1988-89.

O. Compensation - Class Coverage

In those cases where substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall be paid at the rate of \$13.00 for each period covered during 1986-87, \$14.00 for each period covered during 1987-88, and \$15.00 for each period covered during 1988-89. In the elementary schools a period shall mean that block of time when the classroom teacher's students are normally being instructed by another teacher.

P. Compensation - Travel

Teachers who may be required to use their own automobiles in the performance of their duties and/or who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of twenty-five cents (25) per mile. Vouchers for payment shall be submitted on or before December 1, March 1 and the last working day in June.

Q. Compensation - Professional Increment

Teachers who received professional increment monies during the 1980-81 school year shall continue to receive the same amount of monies during the term of this Agreement. Said monies shall be in addition to all other salary to which said teacher may be entitled and shall be included as part of the teacher's base salary for pension purposes.

R. Compensation - Accumulated Sick Leave

Effective July 1, 1986, a teacher retiring from Westwood shall be compensated for the accumulated sick leave which he/she has earned in Westwood. The teacher shall receive one hundred dollars (\$100) for a maximum of one hundred (100) days. Payment for this benefit shall be made sixty (60) days following his/her notice to retire or at retirement, whichever date shall be later.

ARTICLE VI - DEDUCTIONS FROM SALARY

A. Association Dues

1. The Board agrees to deduct from the salaries of its teachers dues for the Westwood Education Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Westwood Education Association by the 15th of each month following the monthly pay period in which deductions were made.

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Agency Fee

1. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

2. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

3. Deduction and Transmission of Fees

The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year, the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question. The deductions will begin 30 days after the teacher begins his/her employment in a bargaining unit position.

#### 4. Termination of Employment

If a teacher who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

#### 5. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

#### 6. Indemnification

The Association will indemnify and hold harmless the Board of all legal costs, fees and other costs arising from any action brought by a teacher regarding the agency fee provision. Said indemnification is predicated on the Board complying with the contractual provisions and applicable law.

#### C. Other Deductions

The Board also agrees to deduct from the salary of any teacher in Westwood any of the following deductions authorized by said teacher:

- (1) Washington National Insurance Program
- (2) Voluntary Savings Deduction
- (3) Tax Sheltered Annuity Payments

### ARTICLE VII - INSURANCE BENEFITS

#### A. Health Insurance

The Board of Education shall pay the full premium for health care insurance protection for all teachers employed by the Board and for family or other dependents of said teachers, where applicable. The health care insurance protection shall be the combined Blue Cross/Blue Shield (including Rider "J") and Prudential Major Medical Insurance encompassing all the provisions under the New Jersey State Health Benefits Plan.

- B. During the term of this contract, the Board agrees to maintain the level of insurance coverage provided by the existing dental, prescription and optical plans at no cost to individual teachers or the Association.
- C. The Board will permit retirees to remain in the dental, optical and/or prescription plan by paying the Board the appropriate monthly premium(s) in advance. The Board and the Association shall be saved harmless in the event this benefit cannot be implemented.

#### ARTICLE VIII - TEACHER ASSIGNMENT

##### A. Notice

Whenever a staff vacancy becomes official upon receipt of a resignation or a new position is authorized and candidates are sought for such position, the Superintendent of Schools shall post said vacancy in each school building and forward a copy of said notice to the Association.

##### B. Tentative Schedule

No later than the last working day of the school year, the Principal shall provide each teacher with a written tentative schedule of courses/subject areas and grade level to be taught for the succeeding school year. If the assignment must be changed, the teacher shall be advised of such change in writing at the earliest possible date.



## ARTICLE IX - TEACHER EVALUATION

### A. Teacher Observation

1. A minimum of three (3) classroom observations shall be conducted prior to May 1 of each year. Such observations shall be followed by a conference with the teacher observed, as soon as possible, and in no case later than five (5) school days following the observation. The conference shall be between the teacher and the observer only and may be continued at the request of either party.
2. The post observation conference shall allow for the clarification and exchange of information regarding the instruction observed. It is understood that as a result of said clarification and/or exchange the observer may modify his/her assessment of the lesson observed prior to completing the observation form.
3. The completed observation form shall be made available to the teacher for review and signature as soon as possible, but not later than five (5) school days following the observation conference.
4. The teacher shall receive a copy of the signed observation form which he/she must sign and return within two (2) school days. The teacher shall also have the right to submit a statement regarding any aspect of the observation report. Said statement must be submitted within ten (10) days and shall be attached to the observation form.

### B. Teacher Evaluations

1. Each formal evaluation shall be conducted in a conference between the teacher and the building principal only and the conference may be continued at the request of either party.
2. The evaluation conference shall allow for the clarification or exchange of information regarding all items on the evaluation form. It is understood that as a result of said clarification and/or exchange the principal may modify his/her assessment of the teacher prior to completing the evaluation form.
3. The completed evaluation form shall be made available to the teacher for review and signature as soon as possible, but not later than five (5) school days following the evaluation conference.

4. The teacher shall receive a copy of the signed evaluation form which he/she must sign and return within two (2) school days. The teacher shall also have the right to submit a statement regarding any aspect of the evaluation report. Said statement must be submitted within ten (10) days and shall be attached to the evaluation form.

#### C. General Procedure

1. Each observation and/or evaluation report which contains one (1) or more items which are negatively assessed shall include specific recommendations which shall assist the teacher in the improvement and/or correction of those items.
2. Each observation/evaluation form shall have a Section for teacher comments and a space for the signature of the evaluator and the teacher. Below the space for the teacher's signature, the following statement shall appear on each observation/evaluation form: "My signature does not necessarily indicate that I agree with the contents of this observation/evaluation, but does indicate that I have discussed its contents and received a copy."
3. Recommendations for issuance of contracts, non-issuance of contracts and/or withholding of increments shall be the responsibility of the building principal.

### ARTICLE X - COMPLAINT PROCEDURE

#### A. Procedure

Any formal written complaint registered with the Board and/or any member of the administrative staff by any person not a member of the professional staff shall be communicated directly to the individual(s) against whom the complaint is directed, if in the opinion of the administrative staff or the Board, the complaint is worthy of consideration. In extreme cases where the Board deems it to be in the best interests of the pupils and the teaching staff to investigate the complaint before notifying the member(s) of the teaching staff of the same, communication to such teacher(s) shall be accomplished no later than immediately upon completion of the investigation.

#### B. Reporting

Upon completion of the investigation of the complaint, a summary of findings and a statement of the disposition of the complaint shall be provided each teacher against whom the complaint was directed.

## ARTICLE XI - TEACHER RIGHTS

### A. Just Cause Provision

No teacher shall be disciplined, reprimanded or reduced in compensation, or given an adverse evaluation of his professional services without just cause.

### B. Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise and represent him/her during such meeting or interview.

This provision shall not apply to observation or evaluation conferences conducted in accordance with Article IX, Teacher Evaluation.

### C. Evaluation of Students

Any student evaluation or grade substituted for the teacher's evaluation or grade shall be identified by the signature of the appropriate administrator.

## ARTICLE XII - PROTECTION OF TEACHERS AND PROPERTY

### A. Hazardous Duty

No member of the teaching staff shall be assigned any duty that is clearly hazardous in nature or dangerous to his/her person because of being inconsistent with his/her certification, training, and experience.

B. Reasonable Force

A teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary: To quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

C. Assault

1. Legal Assistance

The Board shall provide legal assistance by counsel of its own choosing for any assault upon the teacher while acting in the discharge of his duties.

2. Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

3. Reimbursement for personal property damage

The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.

#### 4. Medical

The Board shall reimburse a teacher for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment. The teacher shall initially utilize his/her regular health insurance for this purpose, however, the Board will reimburse said teacher for costs in excess of said coverage or in the event that said usage exhausts limited benefits in any given year.

### ARTICLE XIII - SICK LEAVE

#### A. Allowance

All teachers shall be entitled to ten (10) sick leave days per year. Said sick leave days which are not used shall be accumulated from year to year.

#### B. Prior Service

Teachers employed for the first time with immediate prior New Jersey public school service will be granted, for the first year upon reporting and serving one (1) day under contract, in addition to the ten (10) days as prescribed by law, fifty per cent (50%) of the unused sick leave days for a period of not to exceed ten (10) immediate past and consecutive school years based upon the allowance of ten (10) days per year, as certified by the former New Jersey Public School employing agency. Ten per cent (10%) of unused sick days, as certified above, will be added to the credit of the teacher at the beginning of each succeeding year until all unused sick days in public school employment, as defined above, will be granted.

#### C. Absence

A teacher who does not report for work due to illness or who reports to work but must leave work due to illness prior to noon shall be charged with the use of one (1) sick day. A teacher who reports to work but leaves work after completing half of his/her assignment(s) because of illness shall be charged with the use of one-half (1/2) a sick day.

ARTICLE XIV - TEMPORARY LEAVES OF ABSENCE - PAID

A. Bereavement - Immediate Family

A teacher shall be granted up to five (5) days for the death and/or death connected illness of a member of the immediate family. Immediate family shall be defined as: parents, spouse, children, brother, sister or other long-time members of the immediate household.

B. Bereavement - Close friend or other relatives

A teacher shall be granted one (1) day to attend the funeral of a close friend or relative not in the immediate family.

C. Bereavement - Extenuating Circumstances

In case of extenuating circumstances the Superintendent may grant additional bereavement leave based on the individual teacher's request.

D. Personal Business

When notice is submitted five (5) days in advance, except in emergencies, a teacher shall be granted sufficient days for the purpose of conducting the following business: court appearance, closing of a house, mortgage, moving, attending graduation exercises of a spouse or child, attendance of ceremony where he/she is being granted a graduate degree or I.R.S. tax audit. Personal business not listed above but which requires absence during normal school hours may be granted upon request.

All such requests for personal days shall be made directly to the Superintendent of Schools. The Principal will be informed by the teacher of such request and the dates requested.

E. End of Year Leave

Up to five (5) days at the end of a school year may be granted to attend summer school classes and/or to travel to the place where such classes are to be held.

F. Other Leave

Such other temporary leaves with pay as may be approved by the Superintendent.

ARTICLE XV - EXTENDED LEAVES

A. Maternity - Child Rearing Leave

The Board of Education shall grant maternity/child rearing leave upon request subject to the following rules and regulations.

1. Maternity Leave

- a) The leave shall commence on the date requested by the teacher and shall terminate with the last day of disability related to said pregnancy. The request for maternity leave shall normally be made sixty (60) days prior to the expected commencement of said leave.
- b) A pregnant teacher, at her option to be exercised in writing, shall be entitled to utilize her accumulated sick leave for that portion of her maternity leave commencing with the date she becomes disabled by reason of her pregnancy and terminating upon the date of exhaustion of her accumulated sick leave, or upon the date she is able or would be able to resume the performance of her duties, or upon the date of termination of her employment, whichever of said mentioned dates shall occur first. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of her attending physician.

- c) Any pregnant teacher who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to utilize her accumulated sick leave during the period of absence.
- d) Upon written request filed at least ten (10) days prior to the expected due date of the child, except in the case of an emergency, any male teacher shall be granted up to two (2) days leave at the time of the birth or adoption of his child.

## 2. Child Rearing Leave

- a) Under normal circumstances, the request for child rearing leave shall be made at least sixty (60) days prior to the expected birth of the child or the date necessary to receive custody of an adopted child.
- b) The leave shall commence with the conclusion of the period of disability or the date the teacher receives custody of an adopted child, whichever is applicable, and shall be granted, based upon the teacher's request, for up to the remainder of the school year in which the leave was granted, plus one (1) additional school year. An extension of said leave may be granted upon request.
- c) Teachers on child rearing leave shall notify the Superintendent prior to March 1 of their intent to return to work in September or the filing of a request for an extension to said leave.



- d) Teachers on child rearing leave shall not be denied the opportunity to substitute in area(s) of their certification.

**B. Professional Association**

A leave of absence up to one (1) year without pay will be granted upon request by a tenured teacher who has been elected to serve in a full time office of a state or national professional education organization.

**C. Scholarship Program**

A leave of absence will be granted upon request of up to one (1) year (unless otherwise provided by law) without pay to a tenured teacher to participate in a Foreign Exchange Teaching Program under the Fulbright Act or any similar program .

**D. Armed Forces**

A leave of absence will be granted upon request of up to one (1) year without pay to a tenured teacher whose spouse is serving in the Armed Forces of the United States in time of war or national emergency.

**E. Illness in the Family**

A leave of absence will be granted upon request of up to one (1) year without pay to a tenured teacher for the purpose of caring for a sick member of the teacher's immediate family (spouse, child, parent, brother, sister, or other long term member of the immediate family.)

**F. Legislative Leave**

Tenured staff members elected to the state legislature shall, upon request, be granted a leave of absence for the term(s) of his/her election.

**G. Other Leave**

A leave of absence may be granted upon request of up to one (1) year without pay to a tenured teacher for good and sufficient reason.

**H. Salary Credit**

Upon a tenured teacher's return from leave of absence granted pursuant to Sections B and C of this Article, the teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A teacher shall not receive increment credit for time spent on a leave of absence granted pursuant to Sections A, D, E, F and G.

I. Benefits

All benefits to which a teacher was entitled at the time at which his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned to a position similar to the one held when said leave commenced or a position compatible with his/her training and certification.

J. Extensions

All extensions or renewals of leaves of absence shall be applied for prior to March 1 and granted in writing if approved by the Board.

ARTICLE XVI - MISCELLANEOUS

A. Commitment

The Board and the Association shall carry out the commitments contained herein and give them full force and effect for the term of this Agreement.

B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to teachers covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1986 and shall continue in effect until June 30, 1989, or until a subsequent Successor Agreement has been negotiated. Negotiations for a Successor Agreement shall begin not later than October 15, 1988.

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested to by its Secretary and its corporate seal to be placed hereon on this 21<sup>ST</sup> day of July, 1986.

WESTWOOD EDUCATION ASSOCIATION

Brasley Lloyd Bullock  
President, Brasley Lloyd Bullock

Lorraine B. Larsen  
Secretary: Lorraine B. Larsen

WESTWOOD BOARD OF EDUCATION

William R. Ferara  
President: William R. Ferara

Angelo N. Raimondi  
Secretary: Angelo N. Raimondi

**SCHEDULE A**  
**1986-87 TEACHERS' SALARY GUIDE**

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>STEP</u>
1	19734	20158	20577	21454	22034	22940	1
2	20844	21268	21688	22766	23346	24354	2
3	21954	22378	22798	24078	24658	25767	3
4	23065	23489	23908	25390	25971	27180	4
5	24478	24902	25322	27005	27586	28896	5
6	25891	26315	26735	28620	29201	30612	6
7	27304	27728	28148	30235	30816	32328	7
8	28717	29141	29561	31850	32431	34044	8
9	30130	30554	30974	33465	34046	35760	9
10	32200	32623	33043	35585	36165	38081	10
11	34269	34693	35113	37705	38285	40403	11
12	36338	36762	37182	39824	40405	42724	12

NOTE: Please see Article V, Paragraphs A through K for related information.

**SCHEDULE B**  
**1987-88 TEACHERS' SALARY GUIDE**

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>STEP</u>
1	21510	21972	22429	23384	24017	25005	1
2	22720	23182	23640	24815	25447	26545	2
3	23930	24392	24850	26245	26878	28086	3
4	25140	25602	26060	27675	28308	29626	4
5	26681	27143	27600	29436	30068	31496	5
6	28221	28683	29141	31196	31829	33367	6
7	29761	30223	30681	32956	33589	35237	7
8	31302	31764	32221	34717	35349	37108	8
9	32842	33304	33762	36477	37110	38978	9
10	35097	35560	36017	38788	39420	41509	10
11	37353	37815	38273	41098	41731	44039	11
12	39608	40071	40528	43409	44041	46570	12

NOTE: Please see Article V, Paragraphs A through K for related information.

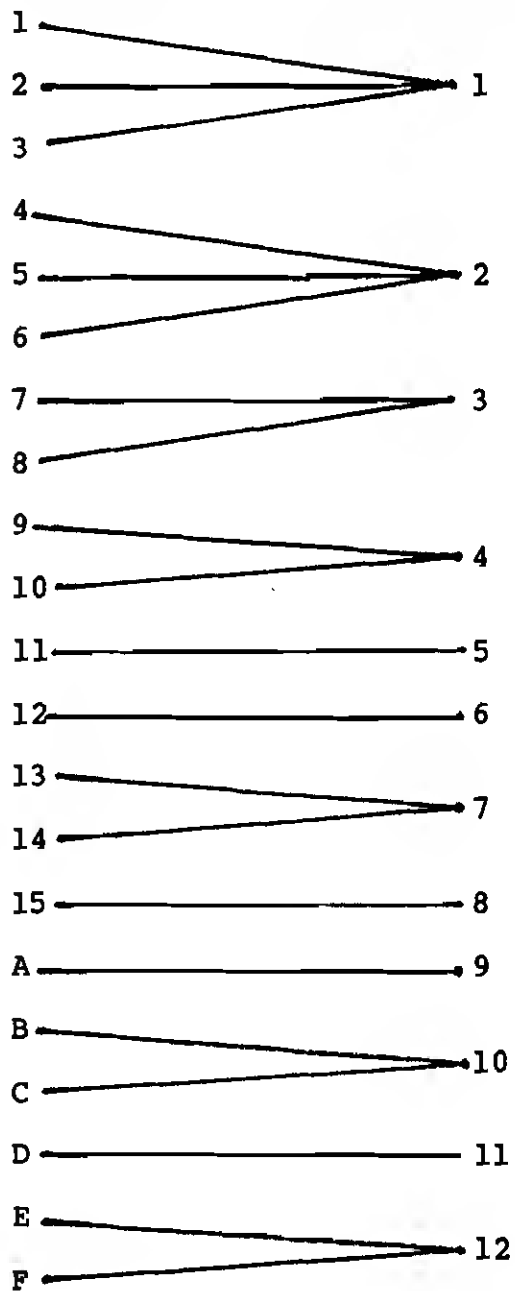
**SCHEDULE C**  
**1988-89 TEACHERS' SALARY GUIDE**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>BA+15</u></b>	<b><u>BA+30</u></b>	<b><u>MA</u></b>	<b><u>MA+15</u></b>	<b><u>MA+30</u></b>	<b><u>STEP</u></b>
1	22383	22864	23340	24334	24992	26020	1
2	23642	24123	24599	25822	26480	27623	2
3	24902	25383	25859	27311	27969	29226	3
4	26161	26642	27118	28799	29457	30829	4
5	27764	28245	28721	30631	31289	32775	5
6	29367	29848	30324	32463	33121	34722	6
7	30970	31451	31927	34294	34953	36668	7
8	32573	33053	33530	36126	36785	38614	8
9	34175	34656	35133	37958	38616	40561	9
10	36522	37003	37480	40362	41021	43194	10
11	38870	39350	39827	42767	43425	45827	11
12	41985	42475	42960	46013	46684	49364	12

NOTE: Please see Article V, Paragraphs A through K for related information.

**SCHEDULE D**  
**GUIDE COMPRESSION FORMULA**

**1985-86 PLACEMENT**                      **ACTUAL GUIDE PLACEMENT**



NOTE: Please see Article V, Paragraph A through K for related information.

**SCHEDULE E**  
**H.S. ATHLETICS - BOYS**  
**1986-87**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Director	3262	3529	3761	3995	4258
Football (H)	3073	3290	3511	3728	3974
Football (A)	1929	2062	2195	2327	2491
Basketball (H)	2592	2696	2800	3078	3451
Basketball (A)	1634	1693	1750	1832	2255
Wrestling (H)	2592	2696	2800	3078	3451
Wrestling (A)	1634	1693	1750	1832	2255
Soccer (H)	2272	2359	2444	2569	3159
Soccer (A)	1591	1652	1714	1794	2227
Baseball (H)	2272	2359	2444	2569	3159
Baseball (A)	1591	1652	1714	1794	2227
Track (H)	2272	2359	2444	2569	3159
Track (A)	1591	1652	1714	1794	2227
Cross Country	1772	1915	2059	2204	2378
Tennis	1714	1823	1830	1916	1985
Golf	1557	1676	1763	1866	1986
Bowling	1377	1486	1596	1688	1848
W. Track (H)	1689	1832	1978	2122	2300
W. Track (A)	1172	1286	1373	1475	1608
Intramurals	1198	1198	1198	1198	1198



**SCHEDULE F**  
**H.S. ATHLETICS - GIRLS**  
**1986-87**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Cheerleader (H)	1020	1137	1251	1368	1508
Cheerleader (A)	505	608	644	681	812
Dir. Athletics & Intramurals	1139	1281	1423	1566	1718
Basketball (H)	2592	2696	2800	3078	3451
Basketball (A)	1634	1693	1750	1832	2255
Volleyball (H)	2272	2359	2444	2569	3159
Volleyball (A)	1591	1652	1714	1794	2227
Field Hockey (H)	2272	2359	2444	2569	3159
Field Hockey (A)	1591	1652	1714	1794	2227
Track (H)	2272	2359	2444	2569	3159
Track (A)	1591	1652	1714	1794	2227
Tennis	1714	1823	1830	1916	1985
Softball (H)	2272	2359	2444	2569	3159
Softball (A)	1591	1652	1714	1794	2227
Gymnastics	1886	2084	2282	2483	2712

**SCHEDULE G**

**H.S. EXTRA-CURRICULAR**

**1986-87**

	<u>1</u>	<u>2</u>	<u>3</u>
Yearbook	1534	1613	1720
Business Mgr. Yearbook	397	462	550
Newspaper (5 Issues)	865	994	1148
Sr. Class Advisor	957	1087	1246
Jr. Class Advisor	777	831	881
Soph. Class Advisor	229	241	304
Fresh. Class Advisor	229	241	304
Majorettes	704	827	976
Central Fund	827	952	1100
Drama (2 Plays)	1693	1829	2000
Athletic Bus. Manager (21 Games)	1199	1320	1470
Student Council	865	999	1148
Band Director (A)	1264	1382	1528
Band Director	3188	3385	3609
National Honor Society	383	445	530
Academic Decathlon	767	876	986

SCHEDULE H  
MIDDLE SCHOOL ACTIVITIES  
1986-87

Intramurals	1088
Bowling	417
Interscholastic	1331
Coordinator	1418

Extra Curricular

Newspaper	718
Drama (2 Plays)	1118
Student Council	738
Student Council (A)	373
Honor Society	454
Audio Visual	970
Co-Curr. Coordinator	364
Student Accts.	485
Band Director	1011

Elementary Schools

Audio Visual	575
Safety Patrol	575

**SCHEDULE I**  
**H.S. ATHLETICS - BOYS**  
**1987-88**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Director	3514	3800	4051	4303	4586
Football (H)	3309	3543	3781	4015	4280
Football (A)	2078	2221	2364	2506	2683
Basketball (H)	2792	2904	3016	3315	3717
Basketball (A)	1760	1823	1885	1973	2429
Wrestling (H)	2792	2904	3016	3315	3717
Wrestling (A)	1760	1823	1885	1973	2429
Soccer (H)	2447	2541	2632	2767	3402
Soccer (A)	1713	1779	1846	1932	2398
Baseball (H)	2447	2541	2632	2767	3402
Baseball (A)	1713	1779	1846	1932	2403
Track (H)	2447	2541	2632	2767	3402
Track (A)	1713	1779	1846	1932	2403
Cross Country	1908	2062	2218	2373	2561
Tennis	1846	1963	1971	2064	2138
Golf	1677	1805	1899	2010	2139
Bowling	1483	1600	1719	1818	1990
W. Track (H)	1819	1973	2130	2285	2477
W. Track (A)	1262	1385	1479	1589	1732
Intramurals	1290	1290	1290	1290	1290

**SCHEDULE J**  
**H.S. ATHLETICS - GIRLS**  
**1987-88**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Cheerleader (H)	1098	1225	1347	1473	1624
Cheerleader (A)	544	655	694	733	875
Dir. Athletics & Intramurals	1227	1380	1533	1687	1850
Basketball (H)	2792	2904	3016	3315	3717
Basketball (A)	1760	1823	1885	1973	2429
Volleyball (H)	2447	2541	2632	2767	3402
Volleyball (A)	1713	1779	1846	1932	2398
Field Hockey (H)	2447	2541	2632	2767	3402
Field Hockey (A)	1713	1779	1846	1932	2398
Track (H)	2447	2541	2632	2767	3402
Track (A)	1713	1779	1846	1932	2398
Tennis	1846	1963	1971	2064	2138
Softball (H)	2447	2541	2632	2767	3402
Softball (A)	1713	1779	1846	1932	2398
Gymnastics	2031	2244	2458	2674	2921

**SCHEDULE K**  
**H.S. EXTRA-CURRICULAR**  
**1987-88**

	<u>1</u>	<u>2</u>	<u>3</u>
Yearbook	1652	1737	1852
Business Mgr. Yearbook	428	498	592
Newspaper (5 Issues)	932	1070	1236
Sr. Class Advisor	1031	1171	1342
Jr. Class Advisor	837	895	949
Soph. Class Advisor	247	260	327
Fresh. Class Advisor	247	260	327
Majorettes	758	891	1051
Central Fund	891	1025	1185
Drama (2 Plays)	1845	1994	2180
Athletic Bus. Manager (21 Games)	1291	1421	1583
Student Council	932	1076	1236
Band Director (A)	1361	1488	1646
Band Director	3433	3646	3887
National Honor Society	412	479	571
Academic Decathlon	836	955	1075

**SCHEDULE L**  
**MIDDLE SCHOOL ACTIVITIES**  
**1987-88**

Intramurals	1172
Bowling	449
Interscholastic	1433
Coordinator	1527

**Extra Curricular**

Newspaper	773
Drama (2 Plays)	1204
Student Council	795
Student Council (A)	402
Honor Society	489
Audio Visual	1045
Co-Curr. Coordinator	392
Student Accts.	522
Band Director	1089

**Elementary Schools**

Audio Visual	619
Safety Patrol	619

**SCHEDULE M**  
**H.S. ATHLETICS - BOYS**  
**1988-89**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Director	3746	4051	4318	4587	4889
Football (H)	3527	3778	4030	4280	4562
Football (A)	2215	2368	2520	2671	2860
Basketball (H)	2976	3096	3215	3534	3962
Basketball (A)	1876	1943	2009	2103	2589
Wrestling (H)	2976	3096	3215	3534	3962
Wrestling (A)	1876	1943	2009	2103	2589
Soccer (H)	2608	2709	2806	2950	3627
Soccer (A)	1826	1896	1968	2060	2556
Baseball (H)	2608	2709	2806	2950	3627
Baseball (A)	1826	1896	1968	2060	2556
Track (H)	2608	2709	2806	2950	3627
Track (A)	1826	1896	1968	2060	2556
Cross Country	2034	2198	2364	2530	2730
Tennis	1968	2093	2101	2200	2279
Golf	1788	1924	2024	2143	2280
Bowling	1581	1706	1832	1938	2121
W. Track (H)	1939	2103	2270	2436	2640
W. Track (A)	1345	1476	1577	1694	1846
Intramurals	1375	1375	1375	1375	1375



**SCHEDULE N**  
**H.S. ATHLETICS - GIRLS**  
**1988-89**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Cheerleader (H)	1170	1306	1436	1570	1731
Cheerleader (A)	580	698	740	781	933
Dir. Athletics & Intramurals	1308	1471	1634	1798	1972
Basketball (H)	2976	3096	3215	3534	3962
Basketball (A)	1876	1943	2009	2103	2589
Volleyball (H)	2608	2709	2806	2950	3627
Volleyball (A)	1826	1896	1968	2060	2556
Field Hockey (H)	2608	2709	2806	2950	3627
Field Hockey (A)	1826	1896	1968	2060	2556
Track (H)	2608	2709	2806	2950	3627
Track (A)	1826	1896	1968	2060	2556
Tennis	1968	2093	2101	2200	2279
Softball (H)	2608	2709	2806	2950	3626
Softball (A)	1826	1896	1968	2060	2556
Gymnastics	2165	2392	2620	2850	3114

SCHEDULE O

H.S. EXTRA-CURRICULAR

1988-89

	<u>1</u>	<u>2</u>	<u>3</u>
Yearbook	1761	1852	1974
Business Mgr. Yearbook	456	531	631
Newspaper (5 Issues)	994	1141	1318
Sr. Class Advisor	1099	1248	1430
Jr. Class Advisor	892	954	1012
Soph. Class Advisor	263	277	349
Fresh. Class Advisor	263	277	349
Majorettes	808	950	1120
Central Fund	950	1093	1263
Drama (2 Plays)	2002	2163	2365
Athletic Bus. Manager (21 Games)	1376	1515	1687
Student Council	994	1147	1318
Band Director (A)	1451	1586	1755
Band Director	3660	3887	4144
National Honor Society	439	511	609
Academic Decathlon	907	1036	1166

SCHEDULE P  
MIDDLE SCHOOL ACTIVITIES  
1988-89

Intramurals	1249
Bowling	479
Interscholastic	1528
Coordinator	1628

Extra Curricular

Newspaper	824
Drama (2 Plays)	1283
Student Council	847
Student Council (A)	429
Honor Society	521
Audio Visual	1114
Co-Curr. Coordinator	418
Student Accts.	556
Band Director	1161

Elementary Schools

Audio Visual	660
Safety Patrol	660